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UNITED STATES DISTRICT COURT  
 SOUTHERN DISTRICT OF NEW YORK

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CHRISTOPHER E. BROWN,	:	
	:	
Plaintiff,	:	No. 07 CV 5782 (DLC DCF)
	:	
- against -	:	<b><u>ANSWER TO CROSS-CLAIMS</u></b>
	:	<b><u>&amp; CROSS-CLAIMS</u></b>
MAYORE ESTATES LLC,	:	
A New York Limited Liability Company, and	:	
CENTURY 21 DEPARTMENT STORES LLC,	:	
A New York Limited Liability Company,	:	
	:	
Defendants.	:	
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Defendant CENTURY 21 DEPARTMENT STORES LLC (“Century 21”), by and through its undersigned Counsel, Proskauer Rose LLP, hereby files its Answer and Affirmative Defenses to co-Defendant’s Mayore Estates LLC’s (“co-Defendant” or “Mayore”) Cross-Claims – as well as its own Cross-Claims against co-Defendant Mayore – and with respect to both, states as follows:

**FIRST DEFENSE**

1. Upon information and belief, admits the allegations contained in the first Cross-Claim paragraph (paragraph 30 of Mayore’s Answer).
2. Admits the allegations contained in the second Cross-Claim paragraph (paragraph 31 of Mayore’s Answer) insofar as Century 21 is a tenant in said building and is also an owner of

the adjoining building which comprises part of the Century 21 department store, but denies the allegation that the adjoining building has no connection whatsoever with the premises known as 22 Cortland Street, New York, New York.

3. Denies the allegations contained in the third Cross-Claim paragraph (paragraph 32 of Mayore's Answer).

4. Denies the allegations contained in the fourth Cross-Claim paragraph (paragraph 33 of Mayore's Answer).

5. Avers that no response is necessary to the fifth Cross-Claim paragraph (paragraph 34 of Mayore's Answer) since it purports to state a conclusion of law.

6. Denies the allegations contained in the sixth Cross-Claim paragraph (paragraph 35 of Mayore's Answer).

7. Denies the allegations contained in the seventh Cross-Claim paragraph (paragraph 36 of Mayore's Answer), except to the extent that Mayore purports to reference any alleged indemnity agreement between Century 21 and Mayore respectfully refers the Court to the agreement for the contents thereof.

8. Denies the allegations contained in the eighth Cross-Claim paragraph (paragraph 37 of Mayore's Answer), except avers that no response is necessary to the extent it purports to state a conclusion of law.

9. Any allegation not specifically admitted should be deemed denied.

**SECOND AFFIRMATIVE DEFENSE**

10. The Cross-Claims fail, in whole or in part, to state a claim upon which relief can be granted.

**THIRD AFFIRMATIVE DEFENSE**

11. The Cross-Claims are barred, in whole or in part, by the applicable statutes of limitations.

**FOURTH AFFIRMATIVE DEFENSE**

12. Century 21 is not a public accommodation within the meaning of Title III of the ADA.

**CROSS-CLAIM AGAINST CO-DEFENDANT MAYORE ESTATES LLC**

13. Upon information and belief, co-Defendant Mayore Estates LLC is one of the owners of the building known as 22 Cortland Street, New York, New York.

14. Upon information and belief, all (or portions) of the area complained of by Plaintiff is under the control of, and maintained by, Mayore.

15. Upon information and belief, if Plaintiff suffered any of damages as alleged in the Complaint, such damages were caused by Mayore's affirmative actions and/or decisions to not take affirmative actions, all without any fault by Century 21.

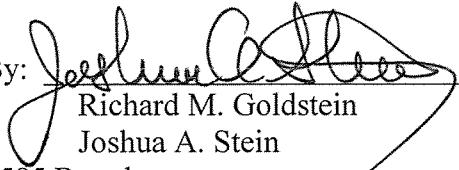
16. In the alternative, if Plaintiff suffered any damages as alleged in the Complaint, and such damages were sustained by reason of the affirmative actions and/or decisions not to take affirmative actions on the part of both Mayore and Century 21, this Court should determine the appropriate apportionment of any damages to be awarded to Plaintiff.

WHEREFORE, Defendant Century 21, demands judgment dismissing the Cross-Claims with prejudice, and further demands judgment against co-Defendant Mayore on its cross-claims, together with attorneys' fees and costs and disbursements in this action, as well as any such other relief as the Court deems just and proper.

Dated: New York, New York  
October 12, 2007

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